

The China Mail.

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號七月九年十八百八千一英

HONGKONG, MONDAY, SEPTEMBER 27, 1880.

日三月八日辰庚

PRICE, \$24 PER ANNUM

AGENTS FOR THE CHINA MAIL.

Banks.

LONDON.—F. ALAN, 11 & 13, Clement's Lane; Lombard Street, E. C. GEORGE STREET & Co., 80, Cornhill; GORDON & GOTCH, Ludgate Circus, E.C. BANKS, HENDY & Co., 4, Old Jewry, E.C. SAMUEL DEACON & Co., 15 & 16, Leadenhall Street.

PARIS AND EUROPE.—LEON DE ROSY, 10, Rue Monceau, Paris.

NEW YORK.—ANDREW WIND, 133, Nassau Street.

AUSTRALIA, TASMANIA, AND NEW ZEALAND.—GORDON & GOTCH, Melbourne and Sydney.

SAN FRANCISCO and American Ports generally.—BROWN & BLACK, San Francisco.

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CHINA.—MOSSE, MONSE A. DE MELLO & Co., Section, CAMPBELL & Co., 44, Wilson, NICHOLLS & Co., FLOWERS, HADCO & Co., Shanghai, LANE, CRAWFORD & Co., and KELLY & WALTER, Yokohama, LANTZ, CRAWFORD & Co.

Banks.

CHARTERED BANK OF INDIA, AUSTRALIA, AND CHINA.

CAPITAL, £800,000.
RESERVE FUND, £100,000.
Bankers.

THE BANK OF ENGLAND,
THE CITY BANK.

THE NATIONAL BANK OF SCOTLAND.

THE BANK'S BRANCH IN HONGKONG grants Drafts on London and the chief Commercial places in Europe and the East; buys and receives for collection Bills of Exchange, and conducts all kinds of Banking and Exchange Business.

RATES OF INTEREST ALLOWED ON DEPOSITS.

On CURRENT ACCOUNTS, 3 per cent. per annum on the daily balance.

On FIXED DEPOSITS.

For 3 months, 3 per cent. per annum.

" 6 " 4 per cent.

" 12 " 5 per cent.

WILLIAM FORREST,

Manager.

Hongkong, May 10, 1880.

HONGKONG & SHANGHAI BANKING CORPORATION.

PAID-UP CAPITAL, \$5,000,000 Dollars.
RESERVE FUND, \$1,600,000 Dollars.

COUNCIL OF DIRECTORS.

Chairman.—The Hon. W. KESWICK.

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LONDON BANKERS.—London and County Bank.

HONGKONG.

INTEREST ALLOWED.

ON Current Deposit Account at the rate of 3 per cent. per annum on the daily balance.

For Fixed Deposits.

For 3 months, 3 per cent. per annum.

" 6 " 4 per cent.

" 12 " 5 per cent.

" 18 " 6 per cent.

" 24 " 7 per cent.

" 30 " 8 per cent.

" 36 " 9 per cent.

" 42 " 10 per cent.

" 48 " 11 per cent.

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" 720 " 123 per cent.

" 726 " 124 per cent.

" 732 " 125 per cent.

For Sale.

SEASON 1880.

MacEWEN, FRIESEL & Co.

WILL RECEIVE

by

NEXT AMERICAN MAIL,

their first

EXTENSIVE SUPPLY

of

EXCELLENT AMERICAN STORES, for

THE COMING COOL SEASON.

The Mail is due about the 23rd instant.

JUST LANDED, FOR THE SPORTING SEASON, FOWLING PIECES.

An Invoice of

Messrs P. WEELBY'S 12-bore BRECH LOADING CENTRAL FIRE GUNS.

Messrs WARD & SONS' 12-bore CENTRAL FIRE BRECH LOADING HAMMERLESS AND SELF-COCKING GUNS.

GREEN CARTRIDGE CANNES.

HARD AND SOFT WAFF.

THE following Additional STOCK of BOOKS, USEFUL, INTERESTING & AMUSING.

"For my Foreigners."

Shakespeare's "Boudoir," 3 Vols.

"Animals Painted by Themselves."

"Birthday Autograph Books," with Colored Plates.

Jules Verne's "Works," Complete.

"Visit to Japan, China and India."

"Sleepy Sketches."

"Loves from a Sketch Book."

"The Shilling History of England."

Bacon's "Essays."

"The Study of Rocks."

Sullivan's "Spelling Books."

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Milton's "Paradise Regained."

"Every Man in his Humour."

Grieg's "School Series."

"The Elements of Economics."

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"Studies in Double-Entry Book Keeping,"

"Progressive Exercises in Book-Keeping,"

and Key.

"Elements of Mechanics' Designs."

"The Puzzles of Life."

Wood's "Strange Dwellings."

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"A Treatise on Photography."

Ball's "Astronomy."

"Nautical Astronomy and Navigation."

"Dise of Roma and Greek Antiquities."

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"Manual of Scripture History."

"A Complete Course of French Language."

"The Child's Latin Audience."

"The Child's Latin Primer."

"Public School Latin Primer."

"Public School Latin Grammar."

"New English and Latin Dictionary."

"Subsidia Prima."

"German Chit Chat."

"History of English Language and Literature."

"Biography Encyclopaedia."

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"Physical Geography."

"Leading Events in English History."

"Historical Questions and Answers."

"Algebra Theoretical and Practical," with Key.

"Algebra Exercises and Problems."

"Explicit Euclid and Key."

"Inorganic Chemistry."

"Practical Chemistry."

"Electricity," by Dr. Ferguson.

"Vegetable Physiology."

"Animal Physiology."

"Elementary Mechanics."

"Sketches of Animal Life."

"Analogy of Religion."

Chamber's "Information for the People."

Chamber's "Miscellany," 10 Vols.

Chamber's "Papers for the People," 6 Vols.

"Readers' Book of Illusions."

"Balzac's "The Comedie Humaine."

"Beautiful Pictures," 2 Vols.

Blake's "Eloping."

"Observations on Popular Antiquities."

"Barter's Select Works."

Colman's "Humorous Works."

"Golden Treasury of Thought."

"The House of Life."

Jenning's "Rosicrucians."

Lamb's "Complete Works."

"Practical Notes on Wine."

"Evolution of Human Race."

"The Lady's Guide."

"The India Meal Book."

"Manual of Practical Anatomy."

"Observation on Treatment of Cholera."

"Domestic Management."

"English Spelling and Spelling Rules."

"English Infected Words."

"Things a Lady would like to Know."

"Caledonia."

Josephus' "Complete Works."

"Nature Pictures."

"Other Men's Minds."

"The Modern Playmate."

"Home Book for Young Ladies."

Townsend's "Manual of Dates."

"Humorous Sketches."

"Old Pictures in New France."

"The Broad Broad Ocean."

"Treasury of the Earth."

Pope's "Diary and Correspondence."

"Abbeys, Castles, and Halls of England."

Sheridan's "Complete Works," &c., &c., &c.

Hongkong, September 22, 1880.

Mails.



To-day's Advertisements.

ENTERTAINMENT AT KOWLOON.

Mr. A. HAHN has the honor to an
ounce to his numerous Patrons and
the Public generally that he will give
another

GRAND "ITALIAN NIGHT,"

ON
WEDNESDAY EVENING,
the 20th Instant,
(WEATHER PERMITTING).When there will be given a MAGNIFICENT
DISPLAY OF
FIREWORKS.

GRAND ILLUMINATION!

GRAND PROMENADE à LA POLONAISE!
DANCING AND SKATING!

ICE CREAM, AERATED WATERS, &c.

Table Free.

A STRING BAND will be in attendance.

A REDUCTION is made on RETURN CABIN
PASSENGERS.CARGO and PASSENGERS for Nagasaki
will be transhipped to the Shanghai Mail
Steamer at Kobe.For further Particulars, apply at the
Company's OFFICES, No. 504, Queen's
Road Central

Hongkong, September 20, 1880. oc2

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PASSENGERS.

SUPREME COURT.

IN ORIGINAL JURISDICTION.
(Before Mr Justice Snowden, and a Special
Jury)

Monday, Sept. 27.

THE HONGKONG AND SHANGHAI BANK v.
NAM SING CHONG AND ANOR.

The Attorney General (Hon. E. L. O'Malley) (instructed by Messrs Burton and Weston) appeared for the defendants; Mr. T. O'Halloran, Q.C., instructed by Messrs Sharp, Pollard and Johnson, appeared for the plaintiffs. The case was left before the Court on the 22nd instant.

The following was the Jury hearing the case:—Messrs H. F. Meyerink, F. W. Eastwick, J. A. dos Remedios, H. Foss, E. Woodin, J. Bradles Smith, and H. W. Davis.

The defendants were See Singkai and Fung Ming Shan, who are the partners in the firm of Kwong Him Wo, which carries on business at Hongkong and Salgon. The main question in the case was whether one Lo Chok Tong, who traded at "Anor," and was concerned in the transactions which led to the present suit, transactions with the Bank for advances on rice, was trading under the style or firm of "NAM SING CHONG" was or was not the accredited agent of the Kwong Him Wo. A system of advances on rice to be purchased and exported had sprung up at Salgon, and this transaction was one under that system. The advance note signed by the said Lo Chok Tong (or Nam Sing Chong) was as follows:

"Advances against shipment of rice. I the undersigned, Nam Sing Chong hereby acknowledge to have received from the Hongkong and Shanghai Banking Corporation of these presents. This sum has been advanced to me solely for the purpose of the purchase of rice and cannot on any pretence be employed in any other business. I undertake to faithfully observe all the provisions of the Ordinance of the 9th September 1878, relating to the exportation of rice, and in the event of the confiscation of the cargo or of its shipment being forbidden to immediately repay the money advanced or to guarantee the Bank by all the means it demands against all the possible consequences arising out of a breach of the provisions of the aforesaid Ordinance. I undertake besides to remit to the Bank here the bill of lading, policy of insurance, and draft, which will amount to \$30,000 or \$40,000, upon Kwong Him Wo, or Hongkong, the shipment being made in this order and for the account of this latter firm. The advance agreed for this draft is 15 days' sight at 1 per cent discount. After the expiration of 15 days the advance will bear interest at the rate of 12 per cent per annum."

(Signed) "Nam Sing Chong."

On such a note \$5,000 was obtained by him on October 9th, and an advance to the same amount on the 22nd instant. The rice was not shipped, nor were the papers forwarded to the Bank as per agreement. The defendants denied that Lo Chok Tong was their agent, or that he had any right to pledge their credit, and said that the Bank made the advances on its own responsibility and without the defendant's authority.

Mr Hayllar submitted his case to the jury on the previous day, and the evidence taken at Salgon on examination, which was voluminous, was read and put in.

To-day, Mr Hayllar having finished his argument,

The Attorney General laid before the Jury the case for the defendants. The learned counsel said the plaintiffs had not at bottom a good case to which to go to the Jury. They had, after all, the petition and decision had been filed, made no double-edged instrument, namely interrogatories, for the examination of his clients. These interrogatories had to be answered on oath, and if any of the answers were wrong then the defendant rendered themselves liable to have proceedings taken against them for perjury. Some of these interrogatories and answers having been used by the learned Counsel for the plaintiffs, he was entitled to put in the remainder. After quoting from the interrogatories and answers the Attorney General proceeded to point out that the question as now left to the Jury was, "Did the defendants give the Bank cause to believe, and did the Bank deal with the defendants under the belief, that Lo Chok Tong, in signing the advance contre chargeant de ris, had authority to pledge the defendants' credit." This question might be further amplified, "Did the defendants give the Bank reason to believe that Lo Chok Tong had authority to pledge the defendant's credit, and did the Bank thereupon believe it? Did the Bank believe it at the time when it entered into this particular transaction?" It was partly the duty of the Bank to enquire into the alleged agent's authority. "Had he done so? There was no evidence from before the date to show that Lo Chok Tong had authority to pledge the defendant's credit, and this could not be inferred from the fact that Lo Chok Tong was employed to buy rice for the defendants. The defendants had not recognized the right of Lo Chok Tong to pledge their credit by these advances against rice. There was no evidence to show it, and in the absence of such the Jury must find a verdict for the defendants."

Mr Honour in summing up, after criticising at length the evidence which had been adduced, said that there could be no doubt but that a considerable fraud had been committed by Lo Chok Tong, but the question for the Jury was, however, one entirely of Agency, and if they believed the evidence which had been given for the plaintiffs, the absence of any belief on behalf of the defendants, he had no difficulty in laying it down to them that Lo Chok Tong had acted as the defendants' agent. His Honour put the following question to the jury:

1. Was there a contract without the two advance notes?

2. Were the advance notes given by Nam Sing Chong in the usual way of business?

3. As such agent did he sign the advance notes and other documents under the name of Nam Sing Chong and had he the defendant's authority so to do?

4. Did he sign the advance notes as set out in the petition and obtain \$10,000 as advance on a purchase of rice or real or pretended as agent?

The result of the Jury's finding, which was only arrived at after an absence of three-quarters of an hour, was as follows:—1. There was a contract without the two advance notes.

2. The advance notes given by Nam Sing Chong in the usual way of business.

3. Lo Chok Tong was the defendant's general agent for the purchase of rice at Salgon.

4. As such agent did he sign the advance notes and other documents under the name of Nam Sing Chong and had he the defendant's authority so to do?

5. Did he sign the advance notes as set out in the petition and obtain \$10,000 as advance on a purchase of rice or real or pretended as agent?

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3. Lo Chok Tong was the defendant's general agent for the purchase of rice at Salgon.

4. As such agent did he sign the advance notes and other documents under the name of Nam Sing Chong and had he the defendant's authority so to do?

5. Did he sign the advance notes as set out in the petition and obtain \$10,000 as advance on a purchase of rice or real or pretended as agent?

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THE CHINA MAIL.

[No. 5371.—SEPTEMBER 27 1880.

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Intimations.

THE CHINA REVIEW.

THE widely-expressed regret at the discontinuance of *Notes & Queries* on China and Japan, has induced the publishers of this journal to issue a publication similar in object and style, but slightly modified in certain details.

THE CHINA REVIEW, or *Notes and Queries on the Far East*, is issued at intervals of two months, each number containing about 60 octavo pages, occasionally illustrated with lithographs, photographs, woodcuts, &c., should the papers published demand, and the circulation justify, such extra matter.

The subscription is fixed at \$6.50 postage paid per annum, payable by non-residents in Hongkong half-yearly in advance.

The publication includes papers original and selected upon the Arts and Sciences, Ethnology, Folklore, Geography, History, Literature, Mythology, Manners and Customs, Natural History, Religion, &c., &c., of China, Japan, Mongolia, Tibet, the Eastern Archipelago and the "Far East" generally. A more detailed list of subjects upon which contributions are especially invited is incorporated with each number. Original contributions in Chinese, Latin, French, German, Spanish, Italian or Portuguese, are admissible. Endeavours are made to present a résumé in each number of the contents of the most recent works bearing on Chinese matters. Great attention is also paid to the Review department.

Notes and Replies are classified together as "Notes" (head references being given, when furnished, to previous Notes or Queries), as are also those queries which, though asking for information, furnish new or unpublished details concerning the matter in hand. It is desirable to make the Review proper as brief and as much to the point as possible.

The *China Review* for July and August, 1875, is at hand. It says that forty-two essays were sent in to compete for the best paper on the advantages of Christianity for the development of a state. All our learned societies should subscribe to this scholarly and enterprising Review. Those of our scholars are ascertaining about China. The lecture on Chinese history in this volume is alone worth the price of the Review. Address *China Review*, Hongkong.—Northern Christian Society (U.S.).

True and Oriental Record contains the following notice of the *China Review*:—"This is the title of a publication, the first number of which has lately reached us from Hongkong, where it has been set on foot in some respects a continuation of *Notes and Queries on China and Japan*, the extinction of which useful series a year or two ago has been much regretted in Europe, as well as in China. The present publication, judging by the number now before us, is destined to occupy a position, as regards China and the neighbouring countries, somewhat similar to that which has been filled in India by the *Calcutta Review*. The great degree of attention that has been bestowed of late years upon the investigation of Chinese literature, antiquities, and social developments, to say nothing of linguistic studies, has led to the accumulation of important stores of information, rendering some account of publication as is now presented extremely desirable; and contributions of much interest may fairly be looked for from the members of the foreign consular services, the Chinese Customs Corps, and the missionary body, and from the high degree of Chinese scholarship is now additionally cultivated, and who are severally represented in the first number of the *Review* by papers highly creditable to their respective authors. In a paper on Dr. Legge's *Shu King*, by the Rev. E. J. Eitel, to which the place of honour is deservedly given, an excellent summary is presented of the chronological problems and arguments involved in connexion with this important work. Some translations from Chinese novels and plays are marked by both accuracy and freshness of style; and an account of the career of the Chinese post-statesman of the eleventh century, Su Sung-yo, by Mr. E. C. Bowditch, is not only historically valuable, but is also distinguished by its literary grace. Trade notices of new books relating to China and the East, which will be a special feature of the *Review*, if carried out with punctuality and detail, we are glad to notice that "Notes" and "Queries" are destined to find a place in its pages also. It is to be hoped that this opening for contributions on Chinese subjects may evoke a similar degree of literary zeal to that which was displayed during the lifetime of its predecessor in the field, and that the *China Review* may receive the support necessary to insure its continuance. The publication is intended to appear every two months, and will form a substantial octavo magazine.

THE CHINESE MAIL.

This paper is now issued every day. The subscription is fixed at Four Dollars per annum, delivered in Hongkong, or Seven Dollars Fifty Cents including postage to Coast ports.

It is the first Chinese newspaper ever issued under purely native direction. The chief appeal of the paper is of course derived from the native community, among whom also are to be found the governors and securities necessary to place it on a business and legal footing.

The projectors, basing their estimates upon the most reliable information from the various Ports in China and Japan, from Australia, California, Singapore, Penang, Saigon, and other places frequented by the Chinese,—consider themselves justified in guaranteeing an ultimate circulation of between 3,000 and 4,000 copies. The advantages offered to advertisers are therefore unusually great, and the foreign community generally will find it to their interest to avail themselves of them.

The field open to a paper of this description—conducted by native efforts, but progressive and up-to-date in tone—is almost unlimited. It on the one hand commands Chinese belief and interest while on the other deserves every aid that can be given to it by foreigners. Like English journals it contains Editorials with Local, Shipping, and Commercial News and Advertisements.

Subscription orders for either of the above may be sent to

GEO. MURRAY BAIN,
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NOTICE TO SHIPPERS.

Colonial Newspapers received at the office are regularly filed for the inspection of Advertisers and the Public.

Visitors' Column.

THE CHINA REVIEW.

We have instituted as an experiment a VISITORS' COLUMN, which we trust will prove successful, and be found useful. To it will be relegated from time to time such items of information, lists, tables and other intelligence, as are considered likely to prove valuable to persons passing through the City, and in connection with which we have opened a SELECT HOTEL AND BUSINESS DIRECTORY, applications for enrolment into which we are now ready to receive.

List of Public Buildings.

Government House, North of Public Gardens. Library (8,000 volumes) and Museum.—Free. Public Gardens, a beautifully picturesque retreat and of great interest. The Clock Tower, Queen's Road Central, in a line with Pedder's Wharf. General Post Office, Hongkong Club, German Club, Supreme Court, &c., within a stone's-throw. Lustnau Club and Library, Shelley Street. Government Offices, the Secretariat, &c., near the Public Gardens. St. John's Cathedral (Anglican), above the Parade Ground. Roman Catholic Cathedral, Wellington Street.

Union Church, Elgin Street. St. Peter's Roman's Church, West Point. St. Joseph's (R.C.) Church, Garden Road, near Kennedy Road. Temperance Hall, specially adapted for sea-faring men, Queen's Road East. Sailor's Home, West Point. E. A. and China Telegraph Co., and the Great Northern Telegraph Co., Marine House, Queen's Road. Mission Hall, Zetland Street. Victoria Recreation Club, Bath-house and Boat-house, A.C.—Pray, beyond the Cricket Ground, beside the City Hall. The Barracks and Naval and Military Store Departments lie to the eastward, and cover a large area.

Stores, Books, &c.

General Outfitter, Hosier, Tailor, &c.—P. A. DURRISON, 45 and 47, Queen's Road, by special appointment to H.E. the Governor.

Chronometers, Watches, Jewellery, Maps and Charts.—G. FALCONER & Co., Queen's Road Central.

American and English Stores, Books, and specially selected Cigars.—MAC-EVAN, FREDKELL & Co.

American Newspapers and cheap Reprints, &c., choice Tobacco and Cigars.—MOORE'S VARIETY STORE, 42, Queen's Road.

Watches, Jewellery, Charts, Binoculars, Optical Instruments, &c.—Mordan's Pencil-cases, &c.—JOHN NOBLE, agent for Negretti & Zambra.

Guns, Rifles, Pistols, Ammunition, and Sportsman's Requirements of all descriptions.—W.M. SCHMIDT & Co., Gunmakers, Eastern House of Beaconsfield Arcade.

Chair and Boat Hire.

LOCALISED TARIFF OF FEES FOR CHAIRS, CHAIR BEARERS, AND BOATS, IN THE COLONY OF HONGKONG.

Chair and ordinary Pullaway Boats half hour, 10 cts.; 1 hour, 20 cts.; Three hours, 50 cts.; 6 hours, 70 cts.; Day (from 6 to 6), One Dollar.

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